

# **TONTO HILLS DOMESTIC WATER IMPROVEMENT DISTRICT**

## **MAILING ADDRESS**

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Cave Creek, AZ 85331

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## **WATER EMERGENCIES**

(480) 745-1427

## **Water Customer Responsibilities**

### **Establishment of Service**

Establishment of service shall be made only when the Customer's facilities are ready and accepted by the THDWID, and the THDWID needs only to install or read a meter, or turn the service on. Customers should review the THDWID New Build/Remodel Water Considerations published in the Governance section of the Tonto Hills website and in the Policies and Procedures.

The Customer's water lines or piping shall be installed in such a manner as to prevent cross-connection or backflow. Pressure vacuum breakers must be installed on all hose bibs used to fill water reservoirs, such as horse troughs, pools, etc., to prevent backflow. Residential backflow prevention devices shall be installed wherever cross-connections pose a threat to the THDWID water system, in accordance with the THDWID Policies and Procedures. THDWID will install a check valve with new water meters as a precaution; however, this action does not relieve Customer from any backflow prevention requirements for its property. THDWID may, at its sole discretion, install check valves at existing water meters. ***A Reduced Pressure Principle (RP) Backflow Prevention Assembly is mandatory for all parcels zoned commercial (see Policies and Procedures).***

NOTE: Contractors can be provided access to THDWID water for construction purposes. The THDWID Superintendent can provide access to a standpipe and a temporary meter for recording water use.

All pools must be equipped with pool covers. Negative edge pools must be equipped with automatic pool covers.

THDWID Members requesting connections on their parcels to the THDWID's water system shall grant to the THDWID all easements and rights-of-way required by the THDWID to provide water service to, across, or on the parcel for which the connection is being sought. Any failure to grant adequate easement and right-of-way shall be grounds for the THDWID to refuse connection and/or service to the requesting THDWID Member.

After initial installations and improvements, all THDWID Members agree to give THDWID representatives access across or on the parcel for any legitimate THDWID business.

Applicants for service shall be responsible for the cost of installing all piping from the meter outlet. It shall be unlawful for any person or entity to hook up to the water line or lines of any portion of the THDWID's water system unless and until the THDWID Superintendent has approved the

application for service submitted by said person or entity. The THDWID may install its meter in the utility right-of-way along the roadside and will not be responsible for obtaining easements for private water lines.

Where the meter or service line location on the Customer's premises is changed at the request of the Customer or due to alterations on the Customer's premises, the Customer shall provide and have installed at Customer's expense all piping necessary for relocating the meters; and the THDWID may charge a fee for moving the meter and/or service line.

THDWID and its authorized employees or agents shall have the right to enter the parcel for purposes of verifying compliance with all THDWID requirements.

### **Other Customer Responsibilities**

In addition to those responsibilities listed in the Establishment of Service section, following is a listing of some, but not all, Customer responsibilities:

1. Each Customer shall be responsible for paying all fees, rates, and charges invoiced by THDWID. This responsibility cannot be assigned to renters. This includes water used by fire departments to suppress fires on the parcel.
2. Each Customer's piping and apparatus shall be installed and maintained by the Customer, at the Customer's sole cost and expense, in a safe and efficient manner and in accordance with the THDWID Policies and Procedures and in full compliance with the regulations of the Arizona State Health Department, Arizona Department of Environmental Quality, Maricopa County, and the Uniform Plumbing Code.
3. Each Customer shall be responsible for maintaining all facilities on the Customer's side of the point of delivery in a safe and efficient manner and in accordance with the rules of properly constituted authority.
4. If each Customer's piping is so arranged that the THDWID is called upon to install a second meter, this additional service to the Customer's parcel will be considered as a separate and individual billing account.
5. Each Customer shall be responsible for safeguarding all THDWID property installed in, under, or on the Customer's premises for the purpose of supplying water to that Customer, and shall permit access to it by the authorized representatives of THDWID. Duly authorized employees or agents of THDWID shall have access at all reasonable hours to the parcel for the purpose of installing or removing the THDWID's property, inspecting piping, or for any other purpose in connection with the THDWID's services and facilities.

6. As part of the responsibility to provide proper access, each Customer shall keep a sufficient area around the water meter clear of vegetation or other objects that may hinder the meter reader from easily and safely accessing Customer's meter.
7. Each Customer shall exercise all reasonable care to prevent loss or damage to THDWID property, excluding ordinary wear and tear. In the event that any loss or damage to the property of the THDWID or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the Customer, its agents, employees, guests, tenants, or other representatives, the cost of necessary repairs or replacements shall be paid by the Customer to the THDWID and any liability otherwise resulting shall be assumed by the Customer.
8. Each Customer shall be responsible for payment for any equipment damage and penalties resulting from unauthorized breaking of seals and/or from interfering, tampering, vandalizing, or bypassing the THDWID meter.
9. Each Customer shall be responsible for notifying the THDWID of any failure of the THDWID's equipment.
10. Each Customer shall be responsible to ensure that water furnished by the THDWID shall be used only on the Customer's premises and shall not be resold to any other person.
11. During Critical Water Conditions, as determined by the THDWID Board or other appropriate governmental authority, the THDWID may restrict water use and the Customer shall use water only for those purposes specified by the THDWID. The Customer shall use water only for those purposes specified for the water restriction levels set forth in the Water Conservation Plan. Critical Water Conditions are Stages 3 and 4. See the appendix to the Policies and Procedures.
12. Each Customer is responsible to be aware of information provided regarding local water conditions and water restrictions. Disregard for this rule by the Customer, its guests, tenants, employees, or other authorized parties shall be sufficient cause for THDWID's refusal or discontinuance of service to the parcel.
13. Each Customer is responsible to ensure that water furnished by the THDWID is to be used only within the boundaries of a Customer's parcel. Any Abusive Water Use as defined in the Policies and Procedures by any Customer is strictly prohibited. Abusive Water Use shall be sufficient cause for the THDWID's refusal or discontinuance of service to the parcel.
14. Each Customer is responsible to report any water leaks immediately, to the THDWID Superintendent.
15. Customers seeking to have their water service temporarily disconnected (turned off) for construction maintenance or repair purposes may contact the THDWID for this service. Turn-on/turn-off fees may be charged to Customers that have a temporary disconnect and re-connect.
16. Complaints must be filed at the THDWID principal office by setting forth the complaint in a written statement by the Customer or its authorized representative or agent. The complaint will

be answered by the THDWID or its authorized representatives, including its legal counsel if deemed necessary by the Board, as soon as possible within a maximum of sixty-five (65) days from the THDWID's receipt of the complaint.

17. The Customer and its agents, family, or tenants shall not allow any pollutants and contaminants to enter the public potable water system from the point of delivery to the public potable water system. The Customer, at its own expense, shall install, operate, test, and maintain approved backflow preventive assemblies as directed by the THDWID. The customer is responsible for having the back-flow prevention device periodically tested by a back-flow assembly tester in accordance with manufacturers' specifications.
18. By no later than 15 days prior to a change in Parcel ownership, the Customer shall provide the THDWID with written notice to discontinue service and to indicate a change of Parcel owner. At such time as a Customer relinquishes title or ownership of a Parcel, then he or she shall no longer be a THDWID Member and shall no longer have the voting privileges, duties, or obligations of a THDWID Member with respect to the Parcel so relinquished.
19. The THDWID Member shall be responsible for all water charges associated with the THDWID Member's Parcel up to the time of closing sale to a new owner.
20. Nothing shall prohibit the THDWID from collecting amounts owed for water services by any former THDWID Member after the former THDWID Member has relinquished title or ownership of a Parcel.
21. The Parcel Owner shall notify THDWID whenever tenants who are paying water service bills change and shall provide new tenant contact information. The Parcel Owner shall notify new tenant of THDWID policies and procedures.